

EXHIBIT B

Mark C. Mao, CA Bar No. 236165
Beko Reblitz-Richardson, CA Bar No.
238027

BOIES SCHILLER FLEXNER LLP

44 Montgomery St., 41st Floor
San Francisco, CA 94104
Tel.: (415) 293-6800
Fax: (415) 293-6899
mmao@bsflfp.com
brichardson@bsflfp.com

James Lee (admitted *pro hac vice*)
Rossana Baeza (admitted *pro hac vice*)

BOIES SCHILLER FLEXNER LLP

100 SE 2nd St., 28th Floor
Miami, FL 33131
Tel.: (305) 539-8400
Fax: (303) 539-1307
jlee@bsflfp.com
rbaeza@bsflfp.com

Jesse Panuccio (admitted *pro hac vice*)

BOIES SCHILLER FLEXNER LLP

1401 New York Ave, NW
Washington, DC 20005
Tel.: (202) 237-2727
Fax: (202) 237-6131
jpanuccio@bsflfp.com

Attorneys for Plaintiffs

Additional counsel listed in signature block

Bill Carmody (admitted *pro hac vice*)
Shawn Rabin (admitted *pro hac vice*)
Steven M. Shepard (admitted *pro hac vice*)

SUSMAN GODFREY L.L.P.

1301 Avenue of the Americas, 32nd Floor
New York, NY 10019-6023
Tel.: (212) 336-8330
Fax: (212) 336-8340
bcarmody@susmangodfrey.com
srabin@susmangodfrey.com
sshepard@susmangodfrey.com

Amanda K. Bonn, CA Bar No. 270891

SUSMAN GODFREY L.L.P.

1900 Avenue of the Stars, Suite 1400
Los Angeles, CA. 90067
Tel: (310) 789-3100
Fax: (310) 789-3150
abonn@susmangodfrey.com

John A. Yanchunis (admitted *pro hac vice*)

Ryan J. McGee (admitted *pro hac vice*)

MORGAN & MORGAN

201 N. Franklin Street, 7th Floor
Tampa, FL 33602
Tel.: (813) 223-5505
jyanchunis@forthepeople.com
rmcgee@forthepeople.com

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ANIBAL RODRIGUEZ, JULIEANNA
MUNIZ, ELIZA CAMBAY, SAL CATALDO,
EMIR GOENAGA, JULIAN SANTIAGO,
HAROLD NYANJOM, KELLIE NYANJOM
and SUSAN LYNN HARVEY individually
and on behalf of all other similarly situated,

Plaintiffs,

v.

GOOGLE LLC,

Defendant.

Case No. 3:20-cv-04688-RS

**PLAINTIFFS' REQUESTS FOR
ADMISSIONS TO DEFENDANT GOOGLE
LLC, SET FOUR**

Propounding Party: Plaintiffs Anibal Rodriguez, Sal Cataldo, Julian Santiago, and Susan Lynn Harvey (“Plaintiffs”)

Responding Party: Defendant Google LLC

Set No.: Four

Pursuant to Federal Rules of Civil Procedure 26 and 36, Plaintiffs hereby submit the following requests for admissions to Defendant Google LLC (“Google”). Each request is to be read in accordance with the Definitions and Instructions that follow. Responses are due within thirty (30) days of service.

DEFINITIONS

1. The term “all” includes the word “any,” and vice versa.
2. The term “Class Period” means the class period in this case, as defined in the Third Amended Complaint.
3. The term “Google” means Google LLC and any of its directors, officers, consultants, agents, representatives, predecessors in interest, subsidiaries, assignees, licensees, employees, attorneys, and any other persons acting on Google LLC’S behalf, including contractors.
4. The term “Google Service” includes any service that Google provides to app developers, including analytics and advertising services, where GOOGLE code is embedded within the app (e.g., Firebase, AdMob).
5. The term “include” or “including” means “include, but not limited to” or “including, but not limited to.”
6. The term “Non-Google App” means mobile applications that are not operated and owned by Google or a Google affiliate (e.g., Google Maps, YouTube).
7. The term “Google App” means mobile applications that are operated and owned by Google or a Google affiliate (e.g., Google Maps, YouTube).
8. “User” means a human being residing in the United States with at least one Google account.

9. “WAA” refers to Google’s Web & App Activity feature, as described in the Third Amended Complaint. WAA includes the supplemental Web & App Activity (i.e., sWAA) subsetting.

9. “WAA-Off Data” means data generated by a user’s use of Google Apps or Non-Google Apps that employ or embed any Google service (e.g., Firebase, AdMob) while Web & App Activity (WAA) or Supplemental Web & App Activity (sWAA) was disabled (which is at times referred to as off or paused). WAA-Off Data includes any information generated by or during a user’s visit to or interaction with an app, including but not limited to app installation and deletion.

GENERAL INSTRUCTIONS

10. For each of the following requests, respond either “Admit” or “Deny.”

11. If objection is made, the reasons therefore shall be stated.

12. The answer shall specifically deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter.

13. A denial shall fairly meet the substance of the requested admission and when good faith requires that a party qualify an answer or deny only part of the matter of which an admission is requested, the party shall specify so much if it as is true and qualify or deny the remainder.

14. An answering party may not give lack of information or knowledge as a reason for failure to admit or deny unless the party states that the party has made reasonable inquiry and the information known or readily obtainable by the party is insufficient to enable the party to admit or deny.

15. A party who considers that a matter of which an admission has been requested presents a genuine issue for trial may not on that ground alone object to the request; the responding party must set forth the reasons why the party cannot admit or deny.

16. For purposes of reading, interpreting, or construing the scope of the Definitions, Instructions, and Requests, all of the terms shall be given their most expansive and inclusive interpretation. This includes the following:

(a) The singular form of a word shall be interpreted as plural and vice versa.

(b) “And,” “or,” as well as “and/or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Request any response that might otherwise be construed to be outside the scope of the Request.

(c) “All,” “each” and “any” shall be construed as “all, each, and any.”

(d) The masculine form of a word shall be interpreted as and shall include the feminine and vice versa.

(e) The use of a verb in any particular tense shall be construed as the use of the verb in all other tenses as necessary to bring within the scope of the Request any response that might otherwise be construed to be outside the scope of the Request.

17. Your obligations under these requests for admissions are intended to be continuing; therefore, if you obtain information or evidence that modifies any answer, you are required to submit an amended response.

REQUESTS FOR ADMISSIONS

REQUEST FOR ADMISSION NO. 23:

Since the start of the Class Period, there has never been a way for a User to prevent Google from receiving WAA-Off Data.

REQUEST FOR ADMISSION NO. 24:

Since the start of the Class Period, there has never been a way for a User to prevent Google from saving WAA-Off Data.

REQUEST FOR ADMISSION NO. 25:

At least one Google log contains one or more bits and/or fields that reliably shows whether specific event-level traffic was generated while WAA was “off.”

REQUEST FOR ADMISSION NO. 26:

Google has derived revenues from its storage and use of WAA-Off Data.

REQUEST FOR ADMISSION NO. 27:

Since the start of the Class Period, Google could have redesigned its products that save WAA-Off Data, including but not limited to the Firebase SDK and the Google Mobile Ads SDK, so that no WAA-Off Data would be saved by Google.

REQUEST FOR ADMISSION NO. 28:

Google can delete all WAA-Off Data stored by Google.

REQUEST FOR ADMISSION NO. 29:

Google has used WAA-Off Data to track, model, or measure cross-app or -site conversions. For purposes of this Request, “cross-app or -site conversions” includes a scenario in which a User interacts with an advertisement within one app, or while on one website, and then “converts” with respect to that prior advertisement within a different app or website (including but not limited to by making a purchase, installing an app, opening an app, or filling out a form).

REQUEST FOR ADMISSION NO. 30:

Since the start of the Class Period, Google has not provided Users with any way to view WAA-Off Data stored by Google.

REQUEST FOR ADMISSION NO. 31:

Since the start of the Class Period, Google has not provided Users with any way to delete WAA-Off Data stored by Google.

REQUEST FOR ADMISSION NO. 32:

Google cannot identify any privacy policy, terms of service, or other disclosure by a Non-Google App that explicitly informed or informs Users that Google will save WAA-Off Data. For purposes of this Request, “explicitly” requires at a minimum that the disclosure either refer by name to Web & App Activity (WAA) or supplemental Web & App Activity (sWAA) or inform Users that Google will save data relating to their app activity without regard to their Google settings.

REQUEST FOR ADMISSION NO. 33:

Non-Google Apps that use any of GA for Firebase, AdMob, and Cloud Messaging would

1 continue to function and be usable even if Google did not store WAA-off Data collected by way of
2 GA for Firebase, AdMob, and Cloud Messaging.

3 **REQUEST FOR ADMISSION NO. 34:**

4 Google saves WAA-Off Data generated during Users' interactions with Non-Google Apps
5 by way of webviews.

6 **REQUEST FOR ADMISSION NO. 35:**

7 Google cannot identify any non-Google source or disclosure that explicitly informs Users
8 that Google saves WAA-Off Data. For purposes of this Request, "explicitly" requires at a minimum
9 that the source refer by name to Web & App Activity (WAA) or supplemental Web & App Activity
10 (sWAA). For purposes of this Request, "non-Google sources" refers to news articles, academic
11 publications, or any other publications not authored by Google.

12 **REQUEST FOR ADMISSION NO. 36:**

13 Since the start of the Class Period, Google has maintained at least one dashboard, log, or
14 table that reliably tracks WAA and sWAA "on-and-off events for all Google Account Ids on an
15 individual level." (citing Google's Resp. to Interrogatory No. 13). For purposes of this Request,
16 "reliably" means that the dashboard, log, or table is accurate.

17 **REQUEST FOR ADMISSION NO. 37:**

18 Google has used WAA-Off Data to track, model, or measure conversions that occur across
19 Google and non-Google properties. This Request refers to a scenario in which a User interacts with
20 an advertisement within a Google app, or while on a Google website, and then "converts" with
21 respect to that prior advertisement within a non-Google app or non-Google website (including but
22 not limited to by making a purchase, installing an app, opening an app, or filling out a form). This
23 Request also includes the inverse scenario, where a User interacts with an advertisement within a
24 non-Google app, or while on a non-Google website, and then "converts" with respect to that prior
25 advertisement within a Google app or while on a Google website (including but not limited to by
26 making a purchase, installing an app, opening an app, or filling out a form). Google has used WAA-
27 Off Data to track, model, or measure conversions within those scenarios.

REQUEST FOR ADMISSION NO. 38:

Since the start of the Class Period, apart from discontinuing use of the Google Analytics for Firebase service, there has been no way for an app developer whose Non-Google App uses Google Analytics for Firebase to prevent Google from receiving and saving WAA-Off Data.

REQUEST FOR ADMISSION NO. 39:

Google saves WAA-Off Data generated during Users' interactions with the Google Search app.

REQUEST FOR ADMISSION NO. 40:

Using data that is stored within Google logs and data sources, and setting aside any and all Google policies and technical impediments, it is possible to join WAA-off Data with data tied to a user's Google account.

REQUEST FOR ADMISSION NO. 41:

Google saves WAA-Off Data generated during Users' interactions with the YouTube app.

REQUEST FOR ADMISSION NO. 42:

Google saves WAA-Off Data generated during Users' interactions with the Gmail app.

REQUEST FOR ADMISSION NO. 43:

Google saves WAA-Off Data generated during Users' interactions with the Google Maps app.

REQUEST FOR ADMISSION NO. 44:

Since the start of the Class Period, every version of the Google Privacy Policy has included the following provision: "We will not reduce your rights under this Privacy Policy without your explicit consent."

REQUEST FOR ADMISSION NO. 45:

Google can change its processes so that Google no longer saves WAA-Off Data.

REQUEST FOR ADMISSION NO. 46:

From March 31, 2020 through the present, Google's Terms of Service has contained the following provision: "California law will govern all disputes arising out of or relating to these

1 terms, service-specific additional terms, or any related services, regardless of conflict of laws
2 rules.”

3 **REQUEST FOR ADMISSION NO. 47:**

4 From April 14, 2014 through March 30, 2020, Google’s Terms of Service included the
5 following provision: “The laws of California, U.S.A., excluding California’s conflict of laws rules,
6 will apply to any disputes arising out of or relating to these terms or the Services.”

7 **REQUEST FOR ADMISSION NO. 48:**

8 Google has used WAA-Off Data it saves to train at least one machine-learning algorithm
9 used by at least one Google product or service, including but not limited to Google Search,
10 YouTube, Gmail, AdMob, Ad Manager, or Ads.

11 **REQUEST FOR ADMISSION NO. 49:**

12 Since the start of the Class Period, Google has used WAA-Off Data to create User profiles.
13 For purposes of this Request, the phrase “User profiles” shall include identification of
14 characteristics (e.g., age, gender, location, interests) associated with Users or devices.

15 **REQUEST FOR ADMISSION NO. 50:**

16 Since the start of the Class Period, Google has served ads to WAA-Off Users based on User
17 profiles. For purposes of this Request, the phrase “User profiles” shall include identification of
18 characteristics (e.g., age, gender, location, interests) associated with Users or devices.

19 **REQUEST FOR ADMISSION NO. 51:**

20 Google saves WAA-Off Data generated during Users’ interactions with the Google Chrome
21 app, including through webviews on Non-Google Apps.

22 **REQUEST FOR ADMISSION NO. 52:**

23 Google Firebase, Google Analytics for Firebase, AdMob, and Cloud Messaging are not
24 essential to the functioning of Non-Google Apps.

Dated: September 30, 2022

BOIES SCHILLER FLEXNER LLP

By: /s/ Mark Mao
Mark C. Mao

Mark C. Mao, CA Bar No. 236165
Beko Reblitz-Richardson, CA Bar No. 238027
BOIES SCHILLER FLEXNER LLP
44 Montgomery St., 41st Floor
San Francisco, CA 94104
Tel.: (415) 293-6800
Fax: (415) 293-6899
mmao@bsfllp.com
brichardson@bsfllp.com

James Lee (admitted *pro hac vice*)
Rossana Baeza (admitted *pro hac vice*)
BOIES SCHILLER FLEXNER LLP
100 SE 2nd St., 28th Floor
Miami, FL 33131
Tel.: (305) 539-8400
Fax: (303) 539-1307
jlee@bsfllp.com
rbaeza@bsfllp.com

Jesse Panuccio (admitted *pro hac vice*)
BOIES SCHILLER FLEXNER LLP
1401 New York Ave, NW
Washington, DC 20005
Tel.: (202) 237-2727
Fax: (202) 237-6131
jpanuccio@bsfllp.com

William S. Carmody (admitted *pro hac vice*)
Shawn Rabin (admitted *pro hac vice*)
Steven M. Shepard (admitted *pro hac vice*)
Alexander P. Frawley (admitted *pro hac vice*)
Ryan Sila (admitted *pro hac vice*)
SUSMAN GODFREY L.L.P.
1301 Avenue of the Americas, 32nd Floor
New York, NY 10019-6023
Tel: (212) 336-8330

1 Fax: (212) 336-8340
2 bcarmody@susmangodfrey.com
3 srabin@susmangodfrey.com
4 sshepard@susmangodfrey.com
5 afrawley@susmangodfrey.com
6 rsila@susmangodfrey.com

7 Amanda K. Bonn, CA Bar No. 270891
8 **SUSMAN GODFREY L.L.P**
9 1900 Avenue of the Stars, Suite 1400
10 Los Angeles, CA. 90067
11 Tel: (310) 789-3100
12 Fax: (310) 789-3150
13 abonn@susmangodfrey.com

14 John A. Yanchunis (admitted *pro hac vice*)
15 Ryan J. McGee (admitted *pro hac vice*)
16 **MORGAN & MORGAN**
17 201 N. Franklin Street, 7th Floor
18 Tampa, FL 33602
19 Tel.: (813) 223-5505
20 jyanchunis@forthepeople.com
21 rmcgee@forthepeople.com

22 *Attorneys for Plaintiffs*

PROOF OF SERVICE

I, Ryan Sila, declare:

I am a citizen of the United States and employed in the County of New York, New York. I am over the age of 18 and not a party to the within action; my business address is 1301 Avenue of the Americas New York, NY 10019, 32 Floor.

On September 30, 2022, I served the following document described as:

Plaintiffs' Requests for Admission to Defendant Google LLC, Set Four

By electronic mail transmission from rsila@susmangodfrey.com on September 30, 2022, by transmitting a PDF format copy of such document to each person at the e-mail addresses listed below. The document was transmitted by electronic transmission and such transmission was reported as complete and without error:

Benedict Y. Hur
Simona Agnolucci
Eduardo E. Santacana
Willkie Farr & Gallagher LLP
One Front Street, 34th Floor
San Francisco, CA 94111

Tel: 415-858-7400
Fax: 415-858-7577
bhur@willkie.com
sagnolucci@willkie.com
esantacana@willkie.com
Attorneys for Defendant

Executed on September 30, 2022, at New York, New York.

/s/ Ryan Sila